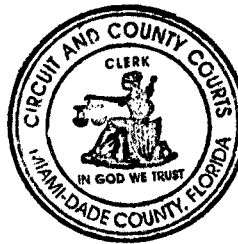


This instrument was prepared by:

Name: Simon Ferro  
Address: Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131



CFN 2005R0262493  
DR Bk 23175 Pgs 4496 - 4501 (6pgs)  
RECORDED 03/17/2005 09:51:15  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA


A/2

(Space reserved for Clerk)

### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 03-316 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Milanes, Architects Planners entitled, Garden Village, BCG Partners, LLC, Miami-Dade County, Florida, dated the 20<sup>th</sup> day of October, 2003, signed and sealed April 12, 2004, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement. 
- (2) Landscaping. All landscaping trees and other plants shall comply with the Code of Miami-Dade County and shall be limited to those defined as Native Plant Species under Chapter 18A, Miami-Dade County Landscaping Ordinance.
- (3) Temporary Perimeter Fence and Privacy Fence. Owner shall erect a temporary chain-link perimeter fence around the Property prior to any development and/or site work on the Property, and said fence shall remain until the commencement of construction of the first house. With the written consent of the owner of the property located at 19100 S.W. 304 Street, Miami-Dade County, Owner shall also construct, within the boundary lines of said property and at no cost to the owner of said property, a six (6) foot high wood fence along the east, south and west boundary line of said property (up to the gate located on the west boundary line).
- (4) Lots Abutting S.W. 192 Avenue; House Models. All lots abutting S.W. 192 Avenue (except Lot 17) shall legally front on S.W. 191 Court, as reflected in the Site Plan. Owner shall provide a four (4) foot chain-link fence along the rear boundary line of said lots (and side boundary line of lot 17) with six (6) foot concrete piers every 20 to 30 feet, and, an Orange Jasmine hedge along the length of said chain-link fence. House models



are reflected in the Site Plans for informational purposes only and are subject to change, at Owner's sole discretion, based on market conditions.

- (5) **Waiver of Sidewalks.** Prior to the approval of a final plat for any portion of the Property, the Owner shall file an application for a non-use variance for a waiver of the requirement to install sidewalks along SW 304th Street, SW 306th Street, SW 194th Avenue, theoretical SW 194th Court and theoretical SW 95th Avenue in connection with the development of the Property. Subject to the approval of said request, said sidewalks shall not be included as part of the subdivision improvements for the Property. In the event that said request is denied, the Owner shall install sidewalks within the Property in accordance with the platting and subdivision requirements of the Public Works Department.
- (6) **Waiver of Requirement for Street Lighting.** Prior to the approval of a final plat for any portion of the Property, pursuant to Sec. 28-19 of the Miami-Dade County Code, the Owner shall file an application for a non-use variance for a waiver of the requirement for the installation of street lights in connection with the development of the Property. Subject to the approval of said request, street lights shall not be included as part of the subdivision improvements for the Property. In the event that said request is denied, the Owner shall install street lights within the Property in accordance with the platting and subdivision requirements of the Public Works Department. All utilities within the Property shall be underground.

**County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including jointers of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing. However, prior to submittal of an application to amend, modify or release this Declaration of Restrictions, or any portion thereof, Owner shall first obtain the signatures of not less than seventy-five percent (75%) of the owners of properties located within 500 feet of the Property.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

(Space reserved for Clerk)

**ACKNOWLEDGMENT  
CORPORATION**

Signed, witnessed, executed and acknowledged on this 9th day of April, 2004.  
**IN WITNESS WHEREOF, BCG Partners, LLC, a Florida Limited Liability Company,**  
has caused these presents to be signed in its name by its proper officials.

**Witnesses:**

Signature

Print Name

Signature

Print Name

**BCG Partners, LLC,**  
**a Florida Limited Liability Company**  
8290 N.W. 66th Street  
Miami, FL 33166

By

**President**

Print Name: **Remir Fernando Guardazzi**

[\*Note: All others require attachment of  
original corporate resolution of authorization]

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by **Remir Fernando Guardazzi,**  
**President, BCG Partners, LLC, a Florida Limited Liability Company,** on behalf of the  
company. He is personally known to me or has produced **Florida Driver's Identification No.**  
**G632-726-63-203-0**, as identification.

Witness my signature and official seal this 9th day of April, 2004, in the County and State  
aforesaid.



Leyla M. Lucas  
My Commission DD201132  
Expires September 24, 2006

Notary Public-State of FLORIDA

Print Name

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

BCG PARTNERS L.L.C.

The West ½ of the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 57 South, Range 38 East, lying and being in Dade County, Florida; LESS and EXCEPT the following described parcel: Commence at the Northwest Corner of the Southeast 1/4 of said Section 11, said point being also the center of said Section 11; thence run along the North line of the Southeast 1/4 of said Section 11, North 89 degrees 21 minutes 12 seconds East (bearings derived from the Florida State System of Plane Coordinates) for 483.29 feet to the Point of Beginning of the herein described parcel of land; thence continued along said North line, North 89 degrees 21 minutes 12 seconds East for 180.00 feet to a point of intersection with the East line of the West ½ of the Northwest 1/4 of the Southeast 1/4 of said Section 11; thence run along said East line South 0 degrees 43 minutes 08 seconds East for 257.57 feet to a point; thence run North 88 degrees 39 minutes 12 seconds West for 180.14 feet to a point; thence run North 0 degrees 42 minutes 52 seconds West for 251.30 feet to the Point of Beginning, consisting of approximately 19.14 acres, more or less..

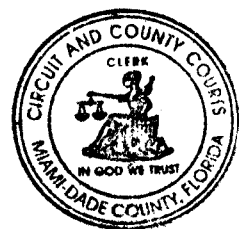
STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 17 day of  
Mar, A D 20 05

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK, of Circuit and County Courts

By H. Ruv D.C.



## **OPINION OF TITLE**

**TO: MIAMI-DADE COUNTY**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Restriction or in compliance with Chapter 28, and as an inducement for acceptance of Declaration of Restrictions affecting the real property hereinafter described it is hereby certified that I have examined an Opinion of Title issued by Robert E. Gallagher, Jr., Florida Bar # 0098815, date the 26<sup>th</sup> day of February, 2004, which included a Title Commitment No. 5212959 LA issued by Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as agents for Lawyers Title Insurance Corporation ("Title Commitment") and an updated title search certified by Lawyers Title Insurance Corporation, Inc., including Endorsements Nos. 1, 2, 3, 4, and 5 thereto, last dated February 25, 2004 ("Title Search") , covering the period from beginning to February 5, 2004 at 8:00 A.M. and I have further examined Certified Title update issued by Attorneys' Title Insurance Fund, Inc. dated December 7, 2004, and certified through November 16, 2004 at 11:00 P.M.; inclusive of the following described real property:

The West ½ of the Northwest ¼ of the Southeast ¼ of Section 11, Township 57 South, Range 38 East, lying and being in Dade County, Florida; LESS and EXCEPT the following described parcel: Commence at the Northwest Corner of the Southeast ¼ of said Section 11, said point being also the center of said Section 11; thence run along the North line of the Southeast ¼ of said Section 11, North 89 degrees 21 minutes 12 seconds East (bearings derived from the Florida State System of Plane Coordinates) for 483.29 feet to the Point of Beginning of the herein described parcel of land; thence continued along said North line, North 89 degrees 21 minutes 12 seconds East for 180.00 feet to a point of intersection with the East line of the West ½ of the Northwest ¼ of the Southeast ¼ of said Section 11; thence run along said East line South 0 degrees 43 minutes 08 seconds East for 257.57 feet to a point; thence run North 88 degrees 39 minutes 12 seconds West for 180.14 feet to a point; thence run North 0 degrees 42 minutes 52 seconds West for 251.30 feet to the Point of Beginning.

Basing my opinion on the evidence described above, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

BCG Partners L.L.C., a Florida limited liability company, pursuant to that Warranty Deed recorded November 25, 2002 in Official Records Book 20829, Page 3637 of the Public Records of Miami-Dade County, Florida

Subject to the following liens, encumbrances and other exceptions:

**A. RECORDED MORTGAGES**

1. None

**B. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS**

1. None

**C. GENERAL EXCEPTIONS**

1. All taxes for 2003 and subsequent years.
2. Rights or claims of persons other than the above owner who is in possession.
3. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspections of the premises.
4. Any unrecorded labor, mechanics' or materialmen's liens.
5. Zoning and other restrictions imposed by governmental Authority.

**D. SPECIAL EXCEPTIONS**

1. None.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is incorporated within the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 8th day of December, 2004.

Simon Ferro  
Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

By:   
Simon Ferro  
Bar No. 0258921

STATE OF FLORIDA                     )  
  ) ss.:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this 8th day of December in the year 2004 by **SIMON FERRO**, who is personally known to me.



Lyle M. Lucas  
My Commission DD201132  
Expires September 24, 2006

NOTARY SEAL

Notary: 

Print  
Name: Lyle M Lucas

Notary Public, State of FLORIDA

My commission expires: